

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA	§	Claim No: 1999A21418
	§	
vs.	§	
	§	
Sylvia Norfolk		

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Oakland County, Michigan within the jurisdiction of this Court and may be served with service of process at 23101 Gardner Street, Oak Park, Michigan 48237.

The Debt

3. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$2,833.71
B. Current Capitalized Interest Balance and Accrued Interest	\$5,121.34
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied (<i>Debtor payments, credits, and offsets</i>)	\$0.00

E. Attorneys fees	\$0.00
Total Owed	\$7,955.05

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.000% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)
Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
28366 Franklin Road
Southfield, Michigan 48034
(248) 352-4340
usa@holzmanlaw.com

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Sylvia Norfolk
AKA: Sylvia L. Norfolk
36 Tuxedo
Highlland park, MI 48203

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 08-02-99.

On or about 01-28-88, the borrower executed promissory note(s) to secure loan(s) of \$2,625.00, from First American Savings, Inc. at 8.00 percent interest per annum. This loan obligation was guaranteed by Northstar Guarantee, Inc. and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 02-01-89, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$2,833.71 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 07-01-93, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal	\$ <u>2,833.71</u>
Interest:	\$ <u>2,173.36</u>
Administrative/Collection Costs:	\$ <u>0.00</u>
Late Fees:	\$ <u>0.00</u>
Total debt as of <u>08-02-99</u> :	\$ <u>5,007.07</u>

Interest accrues on the principal shown here at the rate of \$0.62 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 5-12-94

Name: [Signature]
Title: LOAN ANALYST
Branch: LITIGATION BRANCH

HER EDUCATION ASSISTANCE FOUNDATION
I. BOX 64107 • ST. PAUL, MN 55164

After lender completes application,
mail HEAF copy only to this address.

LENDER COPY

GUARANTEED STUDENT LOAN
(GSL) APPLICATION/
PROMISSORY NOTE

SECTION A - TO BE COMPLETED BY BORROWER (PRINT IN INK - PRESS FIRMLY - OR TYPE)

NAME (NO NICKNAMES)

NORFOLK

FIRST SYLVIA

M.I. L

12. SOCIAL SECURITY NUMBER

13. WHEN WERE YOU BORN?

PERMANENT ADDRESS

15738 INDIANA

STATE

MI

ZIP

48238

CITY

DETROIT

U.S. CITIZENSHIP STATUS (CHECK ONE)

☐ U.S. CITIZEN OR NATIONAL
☐ PERMANENT RESIDENT OR OTHER ELIGIBLE ALIEN

ALIEN ID NUMBER IF APPLICABLE

7. PERMANENT RESIDENT OF WHICH STATE

MI

8. DRIVER LICENSE NUMBER (IF YOU DO NOT HAVE A LICENSE, PRINT "NONE" AND GO TO 9)

N/A

8b. STATE IN WHICH ISSUED

ADDRESS WHILE IN SCHOOL (STREET, CITY, STATE, ZIP)

15738 Indiana

DETROIT

MI

48238

PHONE AT SCHOOL ADDRESS

(313) 372-5915

11. MAJOR COURSE OF STUDY:

NA/HACS - 12V

12. LOAN AMOUNT REQUESTED

\$ 2,625.00

13. LOAN PERIOD

FROM MO DAY YR TO MO DAY YR

12 87 6 88

BORROWER INFORMATION

☐ HAVE YOU EVER DEFAULTED ON A GSL, SLS (ALAS), PLUS, CONSOLIDATED, OR SOME CONTINGENT LOAN?
☐ YES (GIVE DETAILS ON SEPARATE SHEET) ☒ NO

15a. DO YOU HAVE ANY PRIOR UNPAID GSL LOANS?

☐ YES (GO TO 15b) ☒ NO (GO TO 20a)

15b. IF YES, TOTAL UNPAID BALANCE OF GSL LOANS

\$

UNPAID PRINCIPAL BALANCE OF MOST RECENT GSL

\$

☐ DO YOU HAVE ANY PRIOR UNPAID SLS (ALAS) OR PLUS LOANS?
☒ YES (GO TO 20b) ☐ NO (GO TO 21a)

☐ 20b. IF YES, TOTAL UNPAID PRINCIPAL BALANCE OF PRIOR SLS (ALAS) LOANS RECEIVED DURING

☐ UNDERGRADUATE STUDY \$
☐ GRADUATE STUDY \$

☐ 21a. DO YOU HAVE ANY UNPAID PLUS LOANS IF YOU BORROWED AS A PARENT UNDER THE PLUS LOAN PROGRAM?
☒ YES (GO TO 21b) ☐ NO (GO TO 22a)

☐ 21b. IF YES, TOTAL UNPAID PRINCIPAL BALANCE OF PLUS LOANS \$

REFERENCES (YOU MUST PROVIDE THREE DIFFERENT NAMES, WITH DIFFERENT U.S. ADDRESSES AND PHONE NUMBERS)

22a. NAME: KENNETH JENKINS
 STREET: 15741 JAMES
 CITY, STATE, ZIP: CARK PARK MI 48237

22b. NAME: MARGIE NORFOLK
 STREET: 15010 LINN HURST
 CITY, STATE, ZIP: DET MI 48212

22c. NAME: BARBARA FRANKLIN
 STREET: 28 SHORT
 CITY, STATE, ZIP: PEN MI 48306

NOTICE: You must read the additional Promissory Note terms and the Borrower's Certification on the reverse side before signing this Promissory Note. PROMISE TO PAY: I promise to pay to the order of my lender the entire Loan Amount Requested shown above, to the extent that it is advanced to me, including the Guarantee Fee and the Origination Fee and interest of the unpaid principal balance, subject to the terms and conditions described on the reverse side of this Promissory Note and to the terms and conditions contained in the Disclosure Statement that will be provided to me no later than the time of the first disbursement of this loan. I have read, I understand, and I agree to the Borrower's Certification on the reverse side of this Promissory Note, understand that this is a Promissory Note. I will not sign it before reading all of its provisions, even if otherwise advised. I am entitled to a copy of this Promissory Note. By signing this Promissory Note I acknowledge that I have received an exact copy of it.

3a. SIGNATURE OF BORROWER (APPLICATION CANNOT BE PROCESSED WITHOUT SIGNATURE)

X SYLVIA NORFOLK

23b. DATE BORROWER SIGNED

1 28 88

SECTION B - TO BE COMPLETED BY SCHOOL

24. NAME OF SCHOOL

ROSS MEDICAL EDUCATION CENTER

26. PHONE

(313) 967-3100

27. SCHOOL CODE

021179

25. ADDRESS (STREET, CITY, STATE, ZIP)

20820 GREENFIELD OAK PARK MI 48237

29. 30. PERIOD LOAN WILL COVER
 FROM MO DAY YR TO MO DAY YR
 12 07 87 06 03 88

31. STUDENT'S GRADE LEVEL (CHECK ONE)

☒ UNDERGRAD. ☐ GRAD.
☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10

32. ANTICIPATED GRADUATION DATE

MO DAY YR

06 03 88

33. STUDENT STATUS (CHECK ONE)

☐ DEPENDENT ☒ INDEPENDENT

34. ADJUSTED GROSS INCOME (AGI)

\$ 0

35. COST OF ATTENDANCE FOR LOAN PERIOD

\$ 9130.00

36. ESTIMATED FINANCIAL AID FOR LOAN PERIOD

\$ 1304.00

37. EXPECTED FAMILY CONTRIBUTION (EFC)

\$ 4280.00

38. DIFFERENCE (ITEM 35 LESS ITEMS 36 AND 37) OR LEGAL MAXIMUM

\$ 2916.00

39. SUGGESTED DISBURSEMENT DATES

MO DAY YR

1ST DISB.

2ND DISB.

MO DAY YR

3RD DISB.

MO DAY YR

40. DO SUGGESTED DISBURSEMENT DATES CORRESPOND TO SCHOOL TERMS?

YES ☐ NO ☒

41. WILL THE STUDENT ATTEND A FOREIGN SCHOOL?

YES ☐ NO ☒

42. SCHOOL USE ONLY

I HAVE READ, I UNDERSTAND, AND I AGREE TO THE TERMS OF THE SCHOOL CERTIFICATION PRINTED ON THE REVERSE SIDE OF THIS APPLICATION.

43a. SIGNATURE OF SCHOOL OFFICIAL

Mrs. Eleanor Buck

43b. DATE

MO DAY YR

07 28 88

43c. PRINT NAME AND TITLE

FINANCIAL AID OFFICER

SECTION C - TO BE COMPLETED BY LENDER

44. NAME OF LENDER

FIRST AMERICAN SAVINGS, INC.

46. LENDER CODE

980909

50. LOAN DISBURSEMENTS

MO DAY YR \$ AMOUNT

45. ADDRESS (STREET, BUILDING, CITY, STATE, ZIP)

4380 N. CAMPBELL TUCSON, AZ 85718

47. BRANCH CODE

MO DAY YR \$ AMOUNT

52. IS THIS AN UNSUBSIDIZED LOAN?

YES ☐ NO ☒

53. LENDER ACCOUNT NUMBER

54. LENDER USE ONLY

55a. SIGNATURE OF LENDING OFFICIAL

X BONNIE EICHHORN

49. PRINT NAME AND TITLE

BONNIE EICHHORN/VICE PRES.

51. TOTAL LOAN AMOUNT APPROVED

\$.00

55b. DATE SIGNED

MO DAY YR

2 12 88

NORFOLK, SYLVIA,
 CLAIM NO 1993050329150 C7-C1-93

A. PROMISE TO PAY

The Interest, Guarantee Fee, and Origination Fee rates are (mentioned in the Promise to Pay on the front of this application/promissory note) are:

1. Interest on the unpaid principal balance. The applicable interest rate on this loan will be figured in the following manner: If I have an unpaid principal balance on a Guaranteed Student Loan having an applicable interest rate of 6%, the applicable interest rate on this loan will be 7%. If I have an unpaid principal balance on a Guaranteed Student Loan having an applicable interest rate of 7%, 8%, or 9%, the applicable interest rate on this loan will be the same as that of my other loan(s). If I have no outstanding Guaranteed Student Loans, my applicable interest rate on this loan will be 8%. I understand that if I am eligible for federal interest benefits, the interest will be paid by the Secretary of Education (Secretary) (a) during the period I am in school on at least a half-time basis, (b) during the grace period described under Repayment in this Note, and (c) during the time my loan payments are deferred as allowed by and described under Deferment in this Note. If I am a "new borrower" (as defined below) with a period of enrollment beginning on or after July 1, 1988, my applicable interest rate on this loan will be 8% through the fourth year of repayment. Beginning on the first day of the fifth year of repayment, my applicable interest rate will be the rate in effect for a "new borrower" is one who has no outstanding balance on a loan on the date he or she signs the enrollment beginning on or after July 1, 1988.

2. The Guarantee Fee

HEAF may charge a fee to guarantee my loan, applicable regulations and HEAF policy Fee will be deducted proportionately from each disbursement after July 1, 1987. I understand that this charge attributable to any disbursement I do not receive applied to my loan balance or be returned to actual guarantee fee charged.

3. The Origination Fee will be deducted from by federal law and will be reflected on my refunded, pro rata, on undisbursed amount disbursement, if the loan check is not cashed check is returned to the lender uncashed.

B. DISCLOSURE OF LOAN INFORMATION

I understand that before I receive my first sure statement that identifies all the terms

C. GENERAL

I understand that the lender has applied Higher Education Assistance Foundation and the terms of this Promissory Note will of the Higher Education Act of 1965, as under the Act, and the Rules and Regulations, this Note shall be governed by the law

D. REPAYMENT

I will repay this loan in periodic installments before the end of my grace period.

However, during the grace period I may grace period begins when I cease to attend a school that is participating in the

1) The Secretary will pay the interest and during any deferment period, if I made on my behalf under the regular this loan is payable by the Secretary. I may, however, choose to pay this loan. 2) Once the repayment period begins accrues on this loan, except that if the period was payable by the Secretary any period described under Deferment. 3) The lender may add any interest paid when it is due, in accordance with the SLSP.

1) I will repay this loan over a repayment period of not more than 10 years. However, the first 5 years, during the grace period, I request a shorter period.

2. The lender may require a repayment schedule that during each year of the repayment period, I will pay at least \$600 of the unpaid principal of all such loans (plus interest), whichever is less.

3. If I qualify for postponement of my payments during any period described under Deferment in this Note, or if the lender grants "forbearance", as allowed by the Act, those periods will not be included in the 5- and 10-year periods mentioned above.

4) If, during the grace period, I request a shorter repayment period, the lender may grant me a period shorter than 5 years. In that event, I may later choose to have the repayment period extended to 5 years.

5) I must contact the lender prior to expiration of my grace period to negotiate the terms of repayment. If I neglect to do so, I hereby authorize the lender to establish repayment terms within the guidelines set forth in Paragraph 4 of this Section, without my further approval; however, the lender must inform me of these terms in writing at the latest address that I have provided to the lender.

6) The particular terms and conditions of repayment that apply to this loan will be set forth in a separate document that the lender will provide to me before the repayment period begins.

7) My obligation to repay this loan shall be cancelled if I become totally and permanently disabled or die.

E. PREPAYMENT

At my option and without penalty, I may prepay at any time all or any part of the unpaid principal balance of this Note. In the event of prepayment, I will be entitled to a refund of any unearned interest that I have paid. The amount of any such rebate will be computed by the same method by which interest payments were computed.

F. DEFERMENT

I understand that in certain instances authorized by the Act the payments I am required to make, as described under Repayment in this Note, may be deferred. The instances currently authorized by the Act are described under Deferment in the HEAF application information booklet. To obtain such deferment, I agree to comply with the relevant federal regulations and the Rules and Regulations of the HEAF, including, without limitation, submission of required forms to the lender.

G. FORBEARANCE

If I am unable to repay this loan in accordance with the terms established under Repayment in this Note, I may request the lender to modify these terms. I understand that such modification would be at the lender's option and would have to be in compliance with the Act, federal regulations adopted under the Act and the Rules and Regulations of HEAF. I understand that a modification of repayment terms under this Section is different from Deferment (as described in this Note) and that during this period I will remain responsible for payment of interest, which the lender may (a) collect from me on a periodic basis or (b) add to the principal balance of this loan.

H. DEFAULT

1. Definition—I understand that under the Act, and HEAF Rules and Regulations; any of the following events is a default:

- failing to make any installment payment when due, provided that this failure persists for 180 days for a loan repayable in monthly installments or 240 days for a loan repayable in less frequent installments;
- making any false representation for the purpose of obtaining this loan;
- using the loan proceeds for other than educational purposes;
- leaving the school that completed the application for the time identified as my loan period.

I will notify the lender immediately if I (a) drop to less than a half-time student, (b) change my status, or (c) change my permanent address.

an: amount of the loan, including interest, immediately

disclose to schools I have attended (or am attending) any of the following federal programs: Pell Grant, College Work-Study, State Student Loan, National Direct Student Loan, Guaranteed Student Loans (SLS), PLUS loans, or Consolidation

under Repayment and Deferment in this Note; including attorney's fees, that are permitted by these amounts. If this loan is referred for Fair Debt Collection Practices Act, I will pay the unpaid principal and accrued interest. Deferment is at the option of the lender, which it will then be required to pay HEAF all amounts

in me a late charge if I fail to pay all or part of a loan after it is due or if I fail to provide written evidence of my ability to pay the loan as required by the Act, I will be required to pay HEAF all amounts

ION

loan and its repayment will be reported to one or more credit bureaus. The lender, holder or guaranty agency will report the loan and its repayment to one or more credit bureaus. This may significantly and adversely affect my credit. The lender, holder or guaranty agency will report the loan and its repayment to one or more credit bureaus. This may significantly and adversely affect my credit. The lender, holder or guaranty agency will report the loan and its repayment to one or more credit bureaus. This may significantly and adversely affect my credit.

the laws of the United States of America that the lender, holder or guaranty agency will report the loan and its repayment to one or more credit bureaus. This may significantly and adversely affect my credit. The lender, holder or guaranty agency will report the loan and its repayment to one or more credit bureaus. This may significantly and adversely affect my credit. The lender, holder or guaranty agency will report the loan and its repayment to one or more credit bureaus. This may significantly and adversely affect my credit. The lender, holder or guaranty agency will report the loan and its repayment to one or more credit bureaus. This may significantly and adversely affect my credit.

SCHOOL CERTIFICATION

I hereby certify that the student named in Section A of this application is accepted for enrollment or is enrolled as at least a half-time student, and is making satisfactory progress in a program determined to be eligible for this loan program. I further certify that the student has been determined by this institution, under the regulations applicable to this loan program, to be eligible for the loan applied for. I further certify that based upon records available at this institution and due inquiry to the student, the student has satisfied the requirements under the Selective Service Act necessary to receive financial aid, is not in default on any loan made under any Title IV student assistance program identified in 34 CFR Part 668, and is not liable for any refund of any grant made under any student assistance program identified in 34 CFR Part 668. I further certify that this institution will comply with all applicable provisions of federal law and the rules, regulations, policies, and procedures of HEAF in the administration of this loan. The information provided in Sections A and B and this School Certification is true, complete, and correct to the best of my knowledge and belief.

LIBRARY UNDER PENALTY OF PERJURY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL PROMISSORY NOTE
NAME: Clayton DATE: 8-3-89

Pay to the order of Higher Education Assistance Foundation ("HEAF") without recourse, provided, however, notwithstanding this indorsement without recourse, the undersigned hereby expressly:

1. Warrants that:

- no defense of any party is good against the undersigned; and
- the undersigned is not in default under the terms of that certain Lender Agreement ("Lender Agreement") between it and HEAF, in accordance with which payment of the indebtedness evidenced by this instrument was guaranteed by HEAF.

2. Disclaims the implied warranty that it has no knowledge of any insolvency proceeding instituted with respect to the maker of this instrument and instead warrants that to the extent it has knowledge of any such proceeding it has disclosed the same to HEAF, but no other implied warranties are hereby disclaimed.

3. Acknowledges that:

- upon payment in full by HEAF of the claim submitted by the undersigned pursuant to the aforesaid Lender Agreement, HEAF will have discharged all of its obligations to the undersigned arising out of said Lender Agreement; and
- notwithstanding payment by HEAF of the undersigned's claim and acceptance by HEAF of transfer of this instrument in consideration thereof, HEAF has not waived any rights that it may have against the undersigned pursuant to the terms of the aforesaid Lender Agreement.

SIGNATURE: X Clayton DATE: 10-13-89
TITLE: Claims Processor

F0025 10-87